

**NOTICE OF PRIVATE SALE OF DISPOSITION OF COLLATERAL  
PURSUANT TO THE UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS  
July 31, 2018**

**To:** Those persons listed on the attached mailing list.

**From:** Newlight Healthcare, LLC  
3267 Bee Caves Road, Suite 517  
Austin, Texas 78746

**Name of Debtor(s):** Pauls Valley Hospital Authority  
100 Valley Drive  
Pauls Valley, Oklahoma 73075

**Name of other parties known to have filed a financing statement purporting to cover the Sale Collateral:** First United Bank & Trust Co.  
P. O. Box 600  
Pauls Valley, OK 73075  
  
SysInformation Healthcare Services, L.L.C.  
3267 Bee Caves Road, Suite 107-511  
Austin, TX 78746

PAULS VALLEY NATIONAL BANK  
101 West Paul  
Pauls Valley, Oklahoma 73075  
Attention: John Pratt and Patrick Grimmer

Newlight Healthcare, LLC (the "Secured Party") is the secured party intending to conduct this private sale.

Secured Party intends to sell those assets described on Exhibit A attached hereto, through a private sale under the Uniform Commercial Code at any time after August 20, 2018 (the "Sale"). The property listed on Exhibit A (the "Sale Collateral") is subject to the security interest of the Secured Party.

This notice is being sent to you pursuant to the Uniform Commercial Code (the "UCC"). The Secured Party reserves the right to sell the Sale Collateral in a single lot or in multiple lots, by way of one or more contracts, and on such terms and conditions as are agreed upon between the Secured Party and any purchaser of the Sale Collateral. The Secured Party reserves the right to add to, withdraw or otherwise modify or amend in any respect whatsoever all or any portion of the Sale Collateral listed in Exhibit A as being subject to the Sale, for any reason whatsoever.

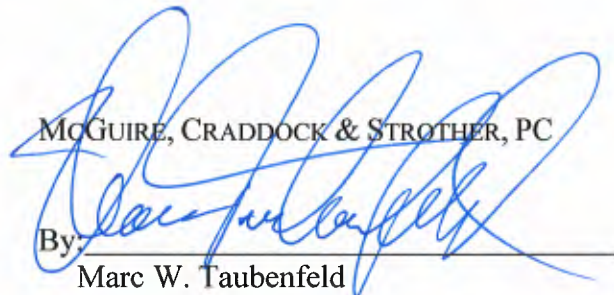
You are entitled to an accounting of the unpaid indebtedness secured by the property that the Secured Party intends to sell. The Secured Party's charge for an accounting shall be in an amount

equal to its costs and expenses (including attorneys' fees) incurred as a result of providing such accounting. You may request an accounting by calling Marc Taubenfeld at the telephone number listed below.

Except to the extent that such right is waived, the Debtor, any secondary obligor, or any other secured party or lienholder has the right to redeem the Sale Collateral at any time before the Secured Party has disposed of the Sale Collateral or entered into a contract for its disposition by tendering payment of all indebtedness secured by the Sale Collateral as well as any expenses reasonably incurred by the Secured Party in retaking, holding and preparing the Sale Collateral for disposition, in arranging for the Sale, and, to the extent provided in the Security Agreement and not prohibited by law, the Secured Party's reasonable attorneys' fees and legal expenses. If the proceeds of the Sale are less than the amount owed to Secured Party by the Debtor, the Secured Party reserves the right to seek to recover such amount from the Debtor and/or any secondary obligators in accordance with applicable law.

By selling and purchasing the Sale Collateral pursuant to the private Sale referenced herein, neither the Secured Party nor any purchaser of the Sale Collateral shall assume any liability or obligation whatsoever regarding any debts, expenses or liabilities of the Debtor or any other person or entity, and all such debts, expenses and liabilities shall not be assumed or deemed to be assumed by the Secured Party or any purchaser. Neither the Secured Party nor any purchaser shall be, or shall be deemed to be, a "successor" of or to any Debtor any other person or entity for any purpose.

The Secured Party reserves all of its rights and remedies, of any and every type or nature whatsoever, against the Debtor and all other persons and entities for any and all deficiencies under any obligations remaining due to the Secured Party after the Sale. The private Sale referenced herein is not intended to be, nor shall it be deemed to be, a "strict foreclosure" or "acceptance of collateral in full or partial satisfaction of obligation" as set forth in Section 9-620 of the UCC.

McGUIRE, CRADDOCK & STROTHER, PC  
By:   
Marc W. Taubenfeld

2501 N. Harwood  
1800 St. Ann Court  
Dallas, Texas 75201

Direct Dial (214) 954-6809  
Telecopy (214) 954-6850

**Exhibit A**  
**Attached to and Forming a Part of**  
**NOTICE OF PRIVATE SALE OF DISPOSITION OF COLLATERAL**  
**PURSUANT TO THE UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS,**  
**July 31, 2018**

All of the right, title and interest of Pauls Valley Hospital Authority (“**Debtor**”) in and to all (a) Accounts, which means any “account,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by the Debtor, and in any event shall include, without limitation, each of the following, whether now owned or hereafter acquired by the Debtor: accounts, accounts receivable, contract rights, bills, acceptances, and other forms of obligations arising out of the sale, lease or consignment of goods or the rendition of services by Debtor; together with any property evidencing or relating to the Accounts (such as guaranties, credit insurance), any security for the Accounts, and all Books and Records relating thereto; (b) any moneys received for Medicare or Medicaid Electronic Health Record Stimulus or any cost report settlements (including any re-openings of prior cost reports); and (c) Proceeds, which means any “proceeds,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by the Debtor, and in any event shall include, without limitation, whatever is received upon the use, lease, sale, exchange, collection, any other utilization or any disposition of any of the collateral described herein, whether cash or non-cash, all rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment, inventory, substitutions, additions, accessions, replacements, products, and renewals of, for, or to such property and all insurance therefor.(collectively, the “Sale Collateral”), wherever located.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on July 31, 2018, I caused to be served by prepaid first class mail a true and correct copy of the foregoing **NOTICE OF PRIVATE SALE OF DISPOSITION OF COLLATERAL PURSUANT TO THE UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS** to the following:

PAULS VALLEY HOSPITAL AUTHORITY  
100 Valley Drive  
Pauls Valley, Oklahoma 73075  
Attention: Board of Trustees

James W. Carlton Jr.  
101 E. Grant Avenue  
P.O. Box 10  
Pauls Valley, Oklahoma 73075

MCGUIRE, CRADDOCK & STROTHER, PC

By: 

Marc W. Taubenfeld

2501 N. HARWOOD, SUITE 1800  
DALLAS, TEXAS 75201

MWT

NEOPOST FIRST-CLASS MAIL  
07/31/2018  
US POSTAGE \$000.47<sup>0</sup>



ZIP 75201  
041M11292744

James W. Carlton Jr.  
101 E. Grant Avenue  
P.O. Box 10  
Pauls Valley, Oklahoma 73075

---

McGUIRE, CRADDOCK & STROTHER, P.C.

2501 N. HARWOOD, SUITE 1800  
DALLAS, TEXAS 75201

MWT

NEOPOST FIRST-CLASS MAIL  
07/31/2018  
US POSTAGE \$000.47<sup>0</sup>



ZIP 75201  
041M11292744

Pauls Valley Hospital Authority  
100 Valley Drive  
Pauls Valley, Oklahoma 73075  
Attention: Board of Trustees

Case 5:18-cv-00826-F Document 7-13 Filed 09/04/18 Page 6 of 7  
McGUIRE, CRADDOCK & STROTHER, P.C.

2501 N. HARWOOD, SUITE 1800  
DALLAS, TEXAS 75201

MWT

NEOPOST FIRST-CLASS MAIL  
07/31/2018  
US POSTAGE \$000.47<sup>0</sup>



ZIP 75201  
041M11292744

PAULS VALLEY NATIONAL BANK  
101 West Paul  
Pauls Valley, Oklahoma 73075  
Attention: John Pratt and Patrick Grimmett

McGUIRE, CRADDOCK & STROTHER, P.C.

2501 N. HARWOOD, SUITE 1800  
DALLAS, TEXAS 75201

MWT

NEOPOST FIRST-CLASS MAIL  
07/31/2018  
US POSTAGE \$000.47<sup>0</sup>



ZIP 75201  
041M11292744

SysInformation Healthcare Services, L.L.C.  
3267 Bee Caves Road, Suite 107-511  
Austin, TX 78746

**McGUIRE, CRADDOCK & STROTHER, P.C.**

2501 N. HARWOOD, SUITE 1800  
DALLAS, TEXAS 75201

MWT

NEOPOST

FIRST-CLASS MAIL

07/31/2018

**US POSTAGE \$000.47<sup>0</sup>**



ZIP 75201  
041M11292744

First United Bank & Trust Co.  
P. O. Box 600  
Pauls Valley, OK 73075